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Attorneys for Defendants
ETHAN QIQI HU, GMBEYE,
and RAFADIGITAL LLC

UNITED STATES DISTRICT COURT

NORTHERN DISTRICT OF CALIFORNIA

GOOGLE LLC, a Delaware limited liability
company,

Plaintiff,

v.

ETHAN QIQI HU, an individual; GMBEYE;
RAFADIGITAL LLC, a Mississippi limited
liability company; and DOES 1–20,

Defendants.

Case No. 3:23-cv-02964-JD

~~[PROPOSED]~~ STIPULATED
PERMANENT INJUNCTION

1 This Court, pursuant to the Joint Motion for Entry of Stipulated Permanent Injunction between
2 Plaintiff Google LLC (“Google”) and Defendants Ethan Qiqi Hu, GMBEye, and Rafadigital LLC
3 (“Rafadigital”) (collectively, “Defendants,” and together with Google, “Parties”), and upon consent
4 of the Parties, hereby ORDERS, ADJUDGES, and DECREES as follows:

5 1. This Stipulated Permanent Injunction is the result of a compromise settlement of the
6 dispute between the Parties in order to resolve this litigation, and does not constitute any direct or
7 implied admission of any wrongdoing or illegal conduct of any kind by Defendants.

8 2. With regard to Google Business Profiles, Google Maps, or any other Google business
9 listing service, Defendants are hereby permanently enjoined from offering any services relating to
10 these services, or using these services for any commercial purpose, including but not limited to listing
11 verification, lead generation, and sales of reviews or any other posting or procurement of reviews for
12 payment. Notwithstanding the foregoing, it shall not be a violation of this order for Mr. Hu to use
13 Google Business Profiles, Google Maps, or any other Google business listing service to list any
14 business he owns or operates or to use Google’s advertising services for any such businesses and for
15 any search engine optimization (“SEO”) customers, subject to Google’s policies and terms applicable
16 to these products.

17 3. Defendants are hereby permanently enjoined from making any express or implied
18 statements that they can procure a particular placement or position in Google Search, including without
19 limitation, “top” or “#1” in placement or ranking in Google Search.

20 4. Defendants are permanently enjoined from effecting assignments or transfers, forming
21 new entities or associations, associating with any other person or entity, or utilizing any other device
22 for the purpose of circumventing or otherwise avoiding any of the obligations or prohibitions set forth
23 in this Order.

24 5. The U.S. District Court for the Northern District of California will retain jurisdiction
25 over the Parties and over this case following the entry of this Stipulated Permanent Injunction to
26 enforce the terms of the Stipulated Permanent Injunction and the settlement agreement between the
27 Parties.
28

1 6. Pursuant to the Parties' stipulated request and settlement agreement, Google's claims
2 in the complaint (ECF No. 1) against Defendants for breach of contract, violation of Cal. Bus. & Prof.
3 Code § 17200 *et seq.*, and false advertising under 15 U.S.C. § 1125 are dismissed with prejudice.

4 7. The Court finds there is no just reason to delay in entering this Stipulated Permanent
5 Injunction and directs immediate entry of this Stipulated Permanent Injunction.

6 8. This Court has jurisdiction over the subject matter of this action under 15 U.S.C. § 1121
7 and 28 U.S.C. §§ 1331 and 1367. This Court has personal jurisdiction over the Parties hereto. Venue
8 is also proper in this district under 28 U.S.C. § 1391(b)(2).

9 9. Pursuant to the Parties' agreement, no appeals shall be taken from this Stipulated
10 Permanent Injunction; however, the Parties preserve their respective rights to appeal any further action
11 arising out of this Stipulated Permanent Injunction.

12 10. Each Party shall bear its own attorneys' fees and costs incurred in this matter.

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14 IT IS SO ORDERED, ADJUDICATED, and DECREED this 10th day of April, 2024.

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Hon. James Donato
United States District Judge

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